

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA  
(HUD)

Plaintiff

v.

JOHN DOE AND RICHARD ROE as those  
unknown persons who may be the  
holders of the lost mortgage note  
or have any interest in this  
proceeding,  
Defendants

CIVIL NO.

ACTION FOR CANCELLATION OF  
LOST NOTE

(José Luis García González  
and Katheleen Castro  
Bellaflares)

COMPLAINT

COMES NOW Plaintiff, United States of America, through its  
undersigned attorneys, and alleges as follows:

1. Jurisdiction of this case is based on Section 1345, Title  
28, United States Code Annotated.

2. This being a special action under the Articles 132 and  
134 of the Mortgage and Property Act, Law 198 of August 1979, as  
amended, 30 PRLR §§2456 and 2458, and under 28 U.S.C. §1655, the  
true names and addresses of the defendants (possible holders of  
the lost mortgage notes) are unknown.

3. On or before May 26, 2004, José Luis García González and  
Katheleen Castro Bellaflares, received from the United States of  
America, acting through the United States Department of Housing and

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Urban Development, a loan in the amount of \$3,874.55 on the property described at paragraph 5 below.

4. In evidence of the money lent by the plaintiff, United States of America, José Luis García González and Katheleen Castro Bellaflares executed a promissory note dated May 26, 2004 in the amount of \$3,874.55 with no interest rate, payable to the Secretary of Housing and Urban Development. Copy of the Title Study dated September 6, 2013 is hereby attached as Exhibit "A".

5. To secure the payment of said promissory note José Luis García González and Katheleen Castro Bellaflares executed a Subordinate Mortgage in favor of the plaintiff, United States of America, on May 26, 2004, by Subordinate Mortgage Deed No. 428 before Notary Public Luis Fernando Castillo Cruz, over the following property, described in the as follows:

URBAN: Lot marked with the No. 18 of the Block 62 at the Sierra Bayamon Development, located at the Hato Tejas Ward of Bayamon, Puerto Rico, with a superficial area of 175.00 square meters. Bounding by the North, with Memorial Drive street, in a distance of 7.00 meters; by the South, with Street no. 54, in a distance of 7.00 meters; by the East, with lot no. 19, in a distance of 25.00 meters; and by the West, with lot No. 17, in a distance of 25.00 meters. On mentioned lot it

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contains a residential dwelling.

6. The aforementioned Subordinate Mortgage Deed executed in favor of the plaintiff was duly recorded at page 173 of Volume 197 of North Bayamon, Property No. 9579, ninth inscription. See copy of Deed of Subordinate Mortgage number 428 dated May 26, 2004, attached herewith as Exhibit "B".

7. According to information received from the United States Department of Housing and Urban Development, the promissory note of \$3,874.55 described in paragraph 4 above, while in possession of and under the custody of said agency, was apparently lost, misplaced or destroyed and although a thorough search has been made, it has been unable to find or locate said note. See Unsworn Declaration under Penalty of Perjury attached and marked as Exhibit "C".

9. Under Articles 132 and 134 of the Mortgage and Property Act, Law 198 of August 1979 as amended (30 PRLR §§2456 and 2458), when a mortgage note has been lost as alleged above, the mortgage may be canceled of record by the Registrar of Property only by judicial decree obtained by a court of competent jurisdiction in a civil proceeding such as authorized by the Code of Civil Procedure of Puerto Rico, in which the court decrees that the mortgage obligation is extinguished.

8. The indebtedness assumed by José Luis García González and

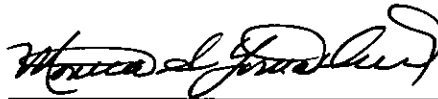
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Katheleen Castro Bellaflares to the plaintiff, United States of America, has been paid in full and thus plaintiff prays that the promissory note of \$3,874.55 and the corresponding mortgage herein before referred to be canceled and discharged of record.

WHEREFORE, the plaintiff, United States of America, prays that after due service upon the defendants, this Honorable Court cancel and hold for naught the promissory note of \$3,874.55 and mortgage herein before referred to and for such further relief as in accordance with law and equity may be proper and equitable.

In San Juan, Puerto Rico, this 9th day of December, 2013.

ROSA EMILIA RODRÍGUEZ-VÉLEZ  
United States Attorney



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